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**AGENDA ITEM  
REQUEST/JUSTIFICATION FORM**  
(To be completed by requesting Department)  
Forward all requests to Sharon Bourke, LC2 Civic Center  
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY  
BEFORE THE TUESDAY MEETING**

Agenda item: Consent

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: June 17, 2013

*Exact wording to be used for the agenda:*

**Resolution accepting 2014 Midwest HIDTA Multiple Initiatives Grant Award  
from the Nebraska State Patrol**

Action requested: Approval

Amount requested: \$0

Object Code: \_\_\_\_\_

Is item in current year's budget?

Yes \_\_\_\_\_

No \_\_\_\_\_

Does this item commit funds in future years?

Yes \_\_\_\_\_

No X

If yes, explain: \_\_\_\_\_

If an agreement or contract, has the County Attorney reviewed and approved? Yes \_\_\_\_\_ No \_\_\_\_\_

Previous action taken on this item, if any: \_\_\_\_\_

Recommendations and rationale or action: \_\_\_\_\_

Will anyone speak on behalf of this item, if so who? Yes, if requested.

**Ashley Strader, Grant Officer for Douglas County Criminal Justice System**

If this is a rush agenda item, please explain why: \_\_\_\_\_

Submitted by (Name & Dept.): Ashley Strader, Grant Officer Ext. 1782

Date submitted: June 10, 2014

List Attachments: 1) Proposed Resolution; 2) Grant Contract Award; 3) Subgrant Special Conditions; 4) Grant/Gift Committee Review Request form

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:  
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office

Received in Administrative Office: Date 6/10/14 Time \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA**

*Resolved*

**WHEREAS**, the Douglas County Attorney has been awarded continuing grant funds through the Nebraska State Patrol Midwest High Intensity Drug Trafficking Areas (HIDTA) program; and

**WHEREAS**, said funds will be used by the Douglas County Attorney to fund two attorneys in the County Attorney's Office dedicated to gun and drug prosecution in Federal Court; and

**WHEREAS**, the Douglas County Grant Gift Review Committee has reviewed said grant award and recommends acceptance of said grant as evidenced and incorporated hereunto in the attached Exhibit A; and

**WHEREAS**, this Board desires to accept said grant award to the Douglas County Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF DOUGLAS COUNTY COMMISSIONERS** that the grant award in the amount of one hundred forty-five thousand eight hundred sixty dollars (\$145,860.00) to the Douglas County Attorney is hereby accepted and the Chair of this Board is hereby authorized to sign the necessary documents to execute the acceptance of said award.

Dated this 17<sup>th</sup> day of June, 2014.



# CONTRACT AWARD

Nebraska State Patrol  
P.O. Box 94907  
Lincoln, NE 68509

## HIDTA Initiative

<b>CONTRACTOR:</b> Douglas County Attorney	<b>AWARD #:</b> 14HD03	<b>AWARD DATE:</b> March 27, 2014
<b>CONTRACT TITLE:</b> Special Assistant United States Attorney	<b>CONTRACT AMOUNT:</b> \$145,860.00	
<b>FEDERAL PROGRAM:</b> Executive Office of the President Office of National Drug Control Policy (ONDCP)	<b>CFDA:</b> 95.001	<b>FEDERAL AWARD #:</b> G14MW0007A

## CONTRACTOR'S BUDGET

<b>COST CATEGORY</b>	<b>Federal Share</b>	<b>State/Local Share</b>	<b>Total Project</b>
Personnel-Attorney	\$131,193		\$131,193
Fringe Benefits – Attorney	\$14,667		\$14,667
<b>Total</b>	\$145,860		\$145,860
<b>Contribution Percentage</b>	100		

This Contract Award is subject to all current State and Federal Policies and Procedures established by the Executive Office of the President – Office of National Drug Control Policy, (ONDCP) and the Nebraska State Patrol (NSP). If applicable, this award may be subject to special conditions.

The contract period will be from 01-01-2014 through 12-31-2015. The contract will become effective on the above stated date, provided the NSP has received the signed Contract Award from the Contractor.

The Patrol may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of cancellation. Should the Patrol exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

The Patrol reserves the right to make modifications, deletions, or additions to the Contract Award at any time. Modifications that change any part of the Contract Award must be made by mutual agreement of both parties.

Where modifications are mandated by law or other requirements, over which the Patrol has no discretion or control, the Contractor agrees to accept the necessary modifications whenever possible. If however, the Contractor cannot accept the changes; this Contract Award can be terminated. Failure to agree to such modifications is not a dispute within the meaning of the Disputes paragraph of the Contract Award Guidelines.

### FINANCIAL MANAGEMENT

The Contractor must maintain a financial management system that meets generally accepted accounting principles (GAAP). This documentation must be kept for a period of at least three years (3) following completion of the project or final payment, whichever is later. All such documents will be subject to periodic on-site review or audit as deemed necessary by the Office of National Drug Control Policy (ONDCP), the Patrol, and/or Federal audit agencies.

The Contractor agrees that the Patrol, the ONDCP, and/or the Comptroller General of the United States, the Auditor of the State of Nebraska or any of their duly authorized representatives may have access, for purposes of audit and examination, to any book, document, papers, or records maintained by the Contractor pertaining to this contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three years, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

#### STOP WORK

The Patrol may issue and the Contractor will accept a written order to hold or Stop Work on activities funded under this Contract Award for a period of 30 days. Such orders will be issued only for sufficient cause, such as reason to believe work is being performed outside of the terms of the Contract Award, for financial improprieties found during a monitoring inspection or voucher and records review, or a change in relevant laws or regulations.

A Stop Work may be continued, cancelled, or reissued as an order of termination.

The Contractor is responsible for any costs incurred after the completion of the project and the issuance of final payment by the Patrol unless by mutual agreement.

#### BREACH OF AGREEMENT

In the event full services are not provided by the Contractor unless as a result of fire, riot, or other Act of God or other emergency acceptable to the Patrol, the Contractor will reimburse the Patrol for all funding provided by the Contract Award. These provisions will be exercised by the Patrol only after Contract Award violation(s) has been established and negotiations between the Patrol and recipient have not resulted in a mutually acceptable resolution. A written notice of Breach of Contract must be issued by the Patrol.

#### ACCEPTANCE OF CONDITIONS

It is understood and agreed by the undersigned that this contract and any subsequent Contract Awards are subject to the Nebraska State Patrol Multiple HIDTA Initiative Cooperative Agreement award G14MW0007A dated January 2014 and to all special conditions as identified by the NSP. The signatures certify that this document has been received and read in its entirety.



Signature of NSP Superintendent



Signature of Project Director

David A. Sankey, Colonel-Superintendent  
Typed Name of Official and Title

4/14/14  
Date

Donald D. W. Kleine  
Typed Name and Title

4/17/2014  
Date

Signature of Authorized Official  
(Mayor, County Board Chairman, State Department Head, etc.)

Mary Ann Borgeson  
Chair, Board of Commissioners

Typed Name of Official and Title

Date

Signature of Financial Officer  
(Treasurer, City Clerk, City Finance Department, etc.)

Joseph Lorenz, Finance Director

Typed Name and Title

Date



# SPECIAL CONDITIONS

## NEBRASKA STATE PATROL MIDWEST HIDTA MULTIPLE INITIATIVES

Contractor: Douglas County Attorney	
Contract Number: 14HD03	Contract Title: Special Assistant United States Attorney

This subgrant is subject to the standard conditions agreed to in the contract award, certified assurances, the Executive Office of the President, Office of National Drug Control Policy, HIDTA Multiple Initiatives and the following special conditions:

A. General Provisions

1. This grant is subject to Title 2 of the Code of Federal Regulations, as well as the following:

- By reference, the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:
- OMB Circular A-21 "Cost Principles for Educational Institutions (Codified at 2 CFR Part 220)
- OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." (Codified at 2 CFR Part 225)
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments." (Codified at 21 CFR 1403)
- OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations." (Codified at 2 CFR Part 215)
- OMB Circular A-122 "Cost Principles for Nonprofit Organizations." (Codified at 2 CFR Part 230)
- "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments," (Codified at 21 CFR Part 1403)
- Grants Management Common Rule for State and Local Units of Government," (Codified at 21 CFR Part 1404)
- "Government-wide Debarment and Suspension (Non-procurement)," (Codified at 21 CFR Part 1404)
- "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (Codified at 21 CFR Part 1405)
- "New Restrictions of Lobbying" (Codified at 28 CFR Part 1403)

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

Grants Division  
Nebraska State Patrol  
P.O. Box 94907  
Lincoln, NE 68509-4907

3. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

4. Contractors are advised of the new OMB grants "supercircular," Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", some provisions of which may begin to supersede the provisions of pre-existing OMB grants circulars over the term of this contract. ONDCP will also be adopting conforming regulations in 2014. ONDCP will provide updates moving forward. For more information about the supercircular, please visit [www.cfo.gov/COFAR](http://www.cfo.gov/COFAR), which includes links to related online training and FAQs.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP'S "HIDTA Program Policy and Budget Guidance" and the "ONDCP Financial and Administrative Guide"
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, the Contractor must make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.
8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161 on a monthly basis. Copies of invoices, payroll registers, and canceled checks must accompany the NSP161 to provide documentation for the reimbursement request.
2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

**RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:**

Donald W. Kleine

Typed Name

County Attorney

Title



Signature/Project Director

4/17/2014

Date

*Original to Patrol; Subgrantee keep copy for records.*

**GRANT / GIFT COMMITTEE  
REVIEW REQUEST FORM**

**I. AGENCY INFORMATION: (To who will the Application be sent?)**

- A. Name of Agency: Nebraska State Patrol-HIDTA Initiative  
B. Address: P.O. Box 94907  
C. City/State/Zip: Lincoln, NE 68059  
D. Contact Person: Marisue Wagner Phone: 402-479-4017  
E. Amount Requested: \$ 145,860.<sup>00</sup>  
F. Submission Deadline: N/A

**II. FINANCIAL INFORMATION:**

- A. Total Budget: \$ 131,193.<sup>00</sup> + 14,667.<sup>00</sup> = 145,860.<sup>00</sup>  
1. Personal Services: \$ 131,193.<sup>00</sup>  
1a. Fringe Benefits: \$ 14,667.<sup>00</sup>  
2. Non-Personal Services: \$ \_\_\_\_\_  
3. Furniture, Equipment: \$ \_\_\_\_\_  
B. Is there Matching Requirement? Yes ( ) No (✓)  
If "yes," is it:  
1. Cash? Yes ( ) No ( )  
2. In Kind? Yes ( ) No ( )  
3. Percent of Match: Fed \_\_\_\_\_% State \_\_\_\_\_% County \_\_\_\_\_%  
4. Dollars match: Fed \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_  
C. What is the Period of the Request? From: 1-1-2014 To: 12-31-2015  
D. Is the Grant/Gift Renewable? Yes (✓) No ( )  
E. Is there money in your budget for the entire grant award? Yes ( ) No ( )  
If "yes," what organization and object code?  
Organization 560025 Object Code 53111  
Object Code \_\_\_\_\_  
Object Code \_\_\_\_\_  
F. Can service/product covered by grant be discontinued/cancelled if grant is not renewed?  
yes



Grant/Gift Committee Review Request Form

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- G. Please provide a cost benefit analysis of what these grant dollars will provide: Experienced Attorneys for prosecution of gun & drug offenders in Federal Court, where penalties are greater via cooperation with the U.S. Attorney's Office. Grant will pay salary + fringe for two prosecutors.

III. PERSONNEL:

- A. Will anyone be hired if Application is approved? Yes ( ) No ( ☒ )

If "yes," answer the following:

1. How Many? (Total): \_\_\_\_\_

List Job Title: \_\_\_\_\_

If part time or temporary position, list number of hours to worked each week by position: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Is this a regular county position? yes

1. Can position be eliminated if grant is not continued? yes

- C. Who will write Job Description? N/A

- D. Who will Interview Applicants? N/A

IV. LIABILITIES:

- A. What Reports does the Funding Agent require? Frequency? \_\_\_\_\_

As deemed necessary for the Nebraska State Patrol and other involved agencies.

- B. What Assurances does the County have to make? \_\_\_\_\_

See contract award



V. PROGRAM OBJECTIVES:

In 25 words or less, describe what is to be accomplished by this Application that cannot be accomplished through the normal program and budgetary process.

*Increased prosecution through cooperation with the U.S. Attorney's Office of drug and gun offenders in Federal Court where penalties are greater.*

(Please attach Executive Summary for Grant/Gift Application if one is required.)

VI. APPROVALS:

A. Division Head Approval: \_\_\_\_\_ (Date)

B. Department Head Approval: *Donald Webb* *4/21/2014*  
\_\_\_\_\_  
(Date)

C. Grant/Gift Committee Review: *Joseph Loney*  
\_\_\_\_\_  
(Chairperson) (Date)

VOTE: *3-0 in favor*

DATE: *6/9/14*